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DEP / 7032

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**RESOLUTION AND MEMORANDUM OF AGREEMENT  
REGARDING THE TERMS AND CONDITIONS OF PUBLIC EMPLOYMENT  
BETWEEN  
THE COUNTY OF LEWIS AND THE LEWIS COUNTY UNIT OF THE LEWIS LOCAL  
825 OF THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.**

**RECEIVED**

**MAY 30 2006**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

**JANUARY 1, 2005 – DECEMBER 31, 2007**

**SHERIFF, JAIL, AND YOUTH DIVISION**

54  
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**RESOLUTION NO. 279 -2005**

**RATIFICATION OF CSEA SHERIFF'S CONTRACT**

Introduced by Legislator Thomas J. Fayle, Jr., Chairman of the County Officers Committee.

WHEREAS, the present contract between the County of Lewis and the Lewis County Local of the Civil Service Employee's Association expired on December 31, 2004, and

WHEREAS, the negotiating team representing the County of Lewis and CSEA have developed a tentative agreement, which has been ratified by the local CSEA, and such contract will be effective from January 1, 2005 and expire on December 31, 2007.

Now, Therefore, BE IT RESOLVED, as follows:

Section 1. That the Lewis County Board of Legislators hereby approves the agreement as developed by the negotiations and accepted by the CSEA.

Section 2. That the Chairman of the Board of Legislators be and he hereby is authorized to sign the agreement as the representative of the County of Lewis.

Section 3. That a copy of the final agreement be filed in the office of the Clerk of the Board of Legislators.

Section 4. That the County of Lewis shall produce such agreement for distribution to the employees of the Lewis County Sheriff's Department.

Section 5. That the within resolution shall take effect immediately.

Moved by Legislator Fayle, seconded by Legislator Walsemann, and adopted.

## ARTICLE I – RECOGNITION

**Section 1.** “Lewis County recognizes the Lewis County Sheriff’s Unit of Lewis County Local 825 of the Civil Service Employees’ Association, Inc., as the exclusive representative for collective negotiations with respect to salaries, wages, hours, and all other terms and conditions of employment for all County employees, except as set herein.”

- A. Sheriff
- B. Undersheriff
- C. Jail Physician
- D. Chief Deputy

**Section 2.** Except as modified by past practice and the terms of this agreement, the County retains all the rights and functions of management that it has by law, including the right to hire, layoff, assign, transfer, promote, discipline, discharge and suspend. The County will not change any past practice or benefit enjoyed by its employees unless mutually agreed upon by both parties.

## ARTICLE II – GENERAL CONDITIONS

**Section 1.** The Association agrees that it will not strike against the County nor assist or participate in any such strike, nor will it impose an obligation upon its members to conduct, assist, or participate in such a strike.

**Section 2.** Definition of part-time, temporary, seasonal and emergency employees as it pertains to contract and compensation.

Part-time employees:

This is an employee who is hired on a basis of their scheduled hours being lesser than the regular full-time hours of 40 or 35 hours a week as the case may be. This can be on the basis of a definite percent of full-time or on an hourly basis.

Temporary employees:

This is an employee who is hired for a preset time of one year or less.

Emergency help employees:

This is an employee who is hired because of an emergency such as an Act of God, life, and safety of the public in an emergency, etc.

Seasonal employees:

The same definition as a temporary employee except preset time is less than six months.

In regard to fringe benefits:

Retirement System – Those eligible:

- a) Full-time employees must join the Retirement System.

Any other employees may join the system (except emergency help).

Health Insurance – Those eligible:

- a) Appointed to a position with an expected duration of six months or more and is scheduled for a work week of 20 hours or more.

Vacation or Sick Leave – Those eligible:

- a) All full-time employees and part-time employees who are employed on a 12 month or more basis and are scheduled for 20 or 17.5 hours a week or more.

Social Security – Those eligible:

- a) Any employee except emergency help employees which are prohibited by law for this coverage.

Funeral Leave – Those eligible:

- a) Only full-time employees or part-time employees who are employed on a 12 month basis and are scheduled for 20 or 17.5 hours a week or more.

Personal Leave – Those eligible:

- a) Under present contract same requirements as Funeral Leave.

**Section 3.** There shall be no discrimination against any employee because of race, creed, color, sex, or national origin, and further there shall be no discrimination among employees by virtue of participation or non-participation in Association affairs.

**Section 4. Dues Deduction:** The Civil Service Employees Association, Inc. shall have exclusive rights to payroll deduction of dues and union-sponsored insurance and benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., PO Drawer 7125, Capital Station, Albany, New York 12224 on a payroll period basis. No other employee organization covered under Article I-Recognition, shall be accorded any payroll deduction privilege without the express consent and written authorization of the Civil Service Employees Association, Inc.

The employer agrees to submit to the Civil Service Employees Association, Inc., PO Drawer 7125, Capital Station, Albany, New York 12224, each payroll period a list itemizing the deductions of each employee as they pertain to dues, union sponsored insurance and benefit program premiums for employees covered by the agreement.

The County is not to be held responsible for any inadvertent deductions either in whole or in part.

**Section 5.** All employees hired after January 1, 1979 shall be required to pay an Agency Fee to C.S.E.A.

**Section 6.** Access to Employees:

The Union and its designated agents shall have the sole and exclusive right to access members of the bargaining unit during working hours to administer this agreement and to explain Civil Service Employees Association-Sponsored benefits and programs during the term of this agreement.

**Section 7.** Information:

The County of Lewis shall supply to the Lewis County Employee's unit copies of reports that the Union may request that are now produced by the present County information system used by the County in the conduct of its operations as long as there are no infringement of the personal rights of an employee.

**Section 8.** The County will provide payroll deductions for any employee wishing to enroll in the Public Employees Benefit Services Corporation (PEBSCO) Deferred Compensation Plan.

### **ARTICLE III – WORKDAY, WORKWEEK, OVERTIME**

**Section 1.** Full-Time Dispatcher & Process Server

80 assigned hours in a bi-weekly pay period.

**Section 2.** Full-Time Deputies & Civil Deputies

80 assigned hours in a bi-weekly pay period.

**Section 3.** Cook & Cleaner

80 assigned hours in a bi-weekly pay period.

**Section 4.** All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle at each shift.

**Section 5. Road Deputies:** A sign up sheet will be established to determine deputy's wish to work advanced overtime. If a deputy wishes not to work advanced non-emergency overtime they shall have that option other than emergencies. This list will be posted for a three (3) month period at a time. Deputies can choose to work overtime or not in accordance with this section. It is agreed between the two parties there shall be a list of road deputies kept by the Sheriff in accordance with longevity for volunteer overtime. This overtime will be for pre-scheduled events only and these events should be with one (1) week

notice prior to implement. Additionally, if the deputy next in line for volunteer overtime is scheduled to work during this overtime event the Sheriff can move to the next person in line who is not scheduled to work during this time period. Sheriff would not be required to call that person under these circumstances.

**Deputy cannot take vacation for this time period and work the time as overtime.**

**In reference to this section, distribution of overtime is a “non-grievable” issue. If a deputy refuses overtime three (3) times, his name can be removed from eligible people for overtime until such time a conference with Sheriff to explain such refusals. If explanation is acceptable, that deputy can be returned to the active overtime list.**

**Dispatchers Overtime: In reference to scheduled overtime: When overtime is needed in dispatch center, Sheriff can utilize all part-time personnel first up to 80 hours in a single pay period, per part-time employee. If additional overtime is needed in a single pay period, the Sheriff will inquire of those dispatchers not already scheduled for regular duty in accordance to longevity if they wish to work those overtime hours. If none of the full-time dispatchers can work the overtime described, the Sheriff will then give part-time dispatchers this overtime, before going to forced overtime.**

**Dispatchers normally scheduled to work during advanced known overtime cannot take vacation and then work overtime in lieu of regular worked schedules. In reference to this section, distribution of overtime is a “non-grievable” issue.**

**Corrections Overtime: Corrections overtime will first be given to all part-time staff first up to each 80 hour time frame in a pay period if they are available. When all part-time staff has been utilized as mentioned above, scheduled overtime will then be given in accordance to longevity of full-time corrections officers.**

**Corrections officer already scheduled during this advanced overtime period cannot take vacation and then work the overtime period as overtime. Distribution of overtime is a “non-grievable” issue.**

**Section 6.** For all employees except those listed in Article 1, Subdivision A,B,C,D, overtime will be paid at the rate of time and one-half the regular rate for all work performed in excess of eighty (80) hours in a bi-weekly pay period, or in excess of eight (8) hours a day. For the purpose of computing overtime, vacation, sick leave and holidays shall be considered time worked. For the employees whose normal work week as outlined in Section 1 & 3 above is less than forty hours per week, straight time will be paid for all work performed in excess of normal hours up to and including eighty (80) hours per bi-weekly pay period. Time and one-half regular rate shall be applied only when eighty (80) hours in a bi-weekly pay period has been exceeded.

**Section 7.** However, nothing in the foregoing shall preclude the right of the Department Head to schedule work hours in addition to normal schedule. In the event of an emergency situation or where the workload becomes unduly heavy, provided, however, that employees required to work such additional hours will be given advance notice whenever possible and are to be compensated for such additional time as provided for under the existing regulations of this contract.



**Section 8.** The normal hours of work may also be waived in case of an extreme emergency, when declared by the Chairman of the Board of Legislators, or by the Department Head.

**Section 9. Supervisory Pay**

In the absence of a Sgt. Deputy Sheriff for the road patrol, a shift supervisor in dispatch, or a shift supervisor in the jail, the employee in each area with the highest seniority shall receive Sergeant's rate of pay, at the same step as the employee's regular pay. One full shift or a minimum of eight (8) hours must be worked before such compensation shall be granted. This would be effective during scheduled absences, pass days, vacations, sick days, personal days, schooling and personal leaves.

**Section 10. Dispatchers: Full-Time**

In the event that a Dispatcher/Correction Officer is acting as a Correction Officer with respect to a female inmate, the Dispatcher/Correction Officer on duty with the most seniority shall receive a \$2.00/hr. increase in her regular rate of compensation.

**Section 11.** Dispatcher/CO that perform supervisory duties shall receive an addition \$ .40 per hour.

**ARTICLE IV – GRIEVANCE & ARBITRATION**

**Section 1.** Grievance procedures as contained in the following grievance procedure shall be available to all employees.

**Section 2.** Members of the Association who have been designated to represent other members on grievances or adjustment of conditions and terms of this contract shall be permitted a reasonable amount of time free from regular duties to fulfill these obligations. No such designated member shall leave his regularly assigned work without first obtaining approval of his/her immediate Supervisor or Department Head. The Association is to provide the County with a list of the members so designated.

**Section 3.** The County recognizes the right of the employees to designate representatives of the Association to appear in their behalf to discuss salaries, working conditions, grievances, and disputes relative to the terms and conditions of this contract and to visit employees on a reasonable basis during working hours. The County is to be notified of members who are so designated. Such Association representatives shall also be permitted to appear at public hearings before the Board of Legislators upon the request of the employees.

**GRIEVANCE PROCEDURE FOR COUNTY EMPLOYEES**

**Section 1. Declaration of Policy**

In order to establish a more harmonious and cooperative relationship between the County Government and its public employees, it is hereby declared for the purpose of this resolution to provide for the settlement of certain differences between the County's employees and the County government through procedures under which employees may present grievances, free from

coercion, interference, restraint, discrimination, or reprisal. The provision of this resolution shall be liberally construed for the accomplishment of this purpose.

## **Section 2. Definitions**

As used herein, the following terms shall have the following meaning:

- A. "Government" or "Employer" shall mean the County of Lewis.
- B. "Public Employee" or "Employee" shall mean any person directly employed and compensated by the County Government, except persons employed in the Legislative or Judicial Branch thereof.
- C. "Supervisor" shall mean any person, regardless of title, who is assigned to exercise any level of supervisory responsibility over public employees.
- D. "Immediate Supervisor" shall mean the employee or officer on the next higher level of authority above the employee in the Department wherein the grievance exists and who normally assigns and supervises the employee's work and approves his time record or evaluates his work performance.
- E. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the Articles or Sections of this contract.
- F. The word "Days" shall mean all days other than Saturdays, Sundays and Legal Holidays. Saturdays, Sundays and Legal Holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms hereof.

## **Section 3. Basic Standards and Principles**

- A. Every public employee shall have the right to present his/her grievances to his/her employer in accordance with the provisions of this resolution, free from interference, coercion, restraint, discrimination, or reprisal, and the grievance procedure established under this resolution shall provide the right to be represented at any or all stages therefore if the employee so chooses.
- B. It shall be a fundamental responsibility of supervisors at all levels commensurate with the authority delegated to them by their superiors, promptly to consider and take appropriate action upon grievances presented to them by employees under their supervision.
- C. It shall be the responsibility of the Head of each Department or Agency of County Government to take such steps as may be necessary to give effect to the provisions of this resolution.

- D. The informal resolution of differences prior to initiation of action under the formal grievance procedure is to be encouraged.

#### Section 4. Grievances and Procedural Requirements

##### A. Initial Presentation

1. An employee who claims to have a grievance shall present his grievance to his immediate supervisor, orally within five days after the grievance occurs.
2. The immediate supervisor shall discuss the grievance with the employee, shall make such investigation as he deems appropriate and shall consult with his supervisors to such extent as he deems appropriate, all on an informal basis.
3. Within three days after presentation of the grievance to him/her the immediate supervisor shall make his/her decision and communicate the same to the employee presenting the grievance, and to the employee's representative, if any.

##### B. Second Stage

1. If an employee presenting a grievance is not satisfied with the decision made by his/her immediate supervisor, he/she may, within five days thereafter, request a review and determination of his/her grievance by the Department Head. Such request shall be in writing and shall contain a statement to the specific nature of the grievance and the facts relating to it. Such request shall be served upon both the Department Head and the immediate supervisor to whom the grievance was originally presented. Thereupon, and within two days after receiving such request, the immediate supervisor shall submit to the Department Head a written statement of his/her information concerning the specific nature of the grievance and the facts relating to it.
2. The Department Head, or his/her nominee, may, and at the request of the employee shall hold a hearing within five days after receiving the written request and statement from the employee. The employee, and his/her representative, if any, may appear at the hearing and present oral statements and/or arguments.
3. Within five days after the close of the hearing, or within eight days after the grievance has been submitted to him/her if there is no hearing, the Department Head, or his/her nominee, shall make his/her decision, and communicate the same to the employee presenting the grievance, and to the employee's representative, if any.

**Section 5. Arbitration**

Should the Department Head's decision not be acceptable to the employee, the employee shall have the right, within thirty (30) days of the decision, to proceed to binding arbitration as conducted by PERB, the Public Employee Relations Board. The cost of the proceeding shall be shared jointly by the County and the County CSEA Unit.

**Section 6. Waiver of extension of time, time for discussion, and hearings.**

- A. The time limitations for presentation and resolution of grievances, as hereinafter fixed, may be waived or extended by mutual agreement of the parties involved.
- B. All discussions and hearings between an employee, his/her immediate supervisor and Department Head shall, so far as practicable, be conducted during regular working hours.

**ARTICLE V – SICK LEAVE, MATERNITY LEAVE, FUNERAL LEAVE**

**Section 1.** Absence from duty by an employee of Lewis County by reason of the employee's own sickness or disability shall be allowed as provided in this Section and granted by the Department Head, shall be considered and known as "Sick Leave" and granted as follows:

- A. Sick Leave shall be credited as follows:
  - 1. Classified employees hired prior to 7/01/88 shall receive 1 ½ working days per month.
  - 2. Classified employees hired prior to 7/01/88 shall receive 1 working day per month.
- B. Employees who are on a work schedule of more than five (5) days per week shall be charged only the number of scheduled working days in their work week for a week of continuous illness.
- C. An employee who is absent on sick leave shall report his/her absence to his/her superior at the earliest possible time with the reason for his/her absence.
- D. Approval of sick leave shall be granted by the Department Head.
- E. The Department Head may require a physician's certificate for any absence for reason of illness or may require an examination by a physician in instances of extended sick leave.

- F. Full credit for unused sick leave shall be granted to the employee to the following maximums: 135 days in 1975, 150 days in 1976, 170 days in 1979, and 180 days beginning on January 1, 1984.
- G. Any accumulated sick leave days now credited to an employee under the old County Compensation Plan may be carried over but will be governed by the provisions of these new regulations.
- H. Sick Bank Committee
  - Duties of this committee shall be assigned to the existing Labor/Management Committee as established in August 1991.
- I. Abuse of sick leave privileges shall be sufficient cause for disciplinary action.
- J. In addition to personal illness of the employee, the following types of absence, when approved by the Department Head, may be charged against accumulated sick leave credits.
  - 1. Serious illness to the employee's immediate family, provided, however, that such absence shall not exceed a maximum of ten (10) days in any one year. The immediate family shall include grandparents, brother, sister, spouse, child, nephew, niece, mother, or father of employee's natural or legal step-family, or natural or legal step-family of his/her spouse. (New employees after July 1, 1988, shall not exceed five (5) days in any one year and five (5) additional days at the County Manager's discretion)
  - 2. Personal visits or child's visits to a doctor or dentist.
  - 3. Maternity Leave
- K. Sick Leave time shall be allowable for continuous service which shall include the total length of service which may have been interrupted due to one or more leaves of absence or layoffs, not due to any fault of the employee, but, in the event of resignation or discharge of the employee, his accumulated and unused sick leave time shall be cancelled and not paid for.
- L. Sick Leave pay is not allowed for absence from duty on account of illness or injury purposely inflicted, or caused by willful misconduct.
- M. Any employee who fraudulently reports illnesses in order to secure the benefit of sick leave will be subject to discharge from the County service.
- N. Employees will be granted paid time off up to three (3) scheduled working days per instance of death in the immediate family. This provision is intended to cover the attendance at a funeral home, services, etc., and may

include the day after the funeral. This time shall not be deducted from accumulated sick leave. The total number of days of funeral leave and sick leave due to family illness shall not exceed ten (10) work days in a given year for employees hired prior to July 1, 1988. It shall not exceed five (5) days for employees hired after July 1, 1988; five (5) additional days may be granted at the County Manager's discretion. Immediate family for funeral leave purposes is defined as:

1. The employee's natural or legal step grandparents, grandchildren, brothers, sisters, children, mother or father.
  2. The employee's spouse and the natural or legal step-parents of the spouse.
  3. One (1) day of funeral leave shall be granted for the following definition of immediate family: aunt, uncle, niece, nephew, brother-in-law, sister-in-law, son-in-law and daughter-in-law.
- O. Maternity Leave – A leave of absence without pay may be granted under the following conditions:
1. The employee holding a position with the County shall submit a written notification to her immediate supervisor at least four (4) weeks prior to her anticipated departure which states the probable duration of such leave. Such leave shall be granted for a period of not more than twelve (12) months.
  2. For any portion of leave of absence for maternity purposes such employee shall be permitted to charge any and all leave credits, except those sick leave credits which cannot be supported by a physician's statement.
  3. Upon return from sick leave of thirty (30) days or more, or upon return from a maternity leave of absence without pay, whichever comes first, the employee shall submit to the Department Head a physician's statement attesting to the employee's recovery and physical fitness to perform her assignment.
  4. Maternity leave shall also apply to adoptive parents. The entitlement to leave, due to adoption would commence when the child is placed in the home of the adoptive parents by the authorized Social Services Agency, or in the case in which the adoption is not sponsored by such an agency, the date a petition for adoption is filed in court.
- P. All part-time, temporary, or emergency help employees hired after December 31<sup>st</sup>, 1976 are not eligible for vacation or sick leave benefits. Part-time, temporary or emergency help is defined for this purpose as a

person who is not employed on a 12 month basis and/or has a scheduled work week of 20 hours a week for a 40 hour a week position and 17 ½ hours a week for a 35 hour a week position. (All part-time or temporary employees under County employment on December 31, 1976, shall continue to have vacation credits prorated to full-time; the above is not to be construed as to eliminate any vacation or sick leave benefits for any employee employed on December 31, 1976 regardless of a status change on January 1, 1977, but shall apply only to new employees hired after January 1, 1977).

**Section 2. Personal Leave**

County employees will receive three (3) personal leave days per year effective 1/1/02.

- A. No other reason than “personal” is to be given when requesting personal leave.
- B. Except in an emergency situation, at least 24 hours advance notification must be given when requesting personal leave.
- C. Employee must receive Department Head approval.
- D. Personal leave is not to be used in conjunction with vacation without Department head approval.
- E. Only one day of personal leave may be carried from one calendar year to the successive year.
- F. Upon termination of an employee, either by resignation, retirement, any unused personal leave credits are to be compensated at the employee’s regular rate of pay.
- G. Personal leave for new employees shall be prorated as follows:

Employment Date:	1/1 -	3/31 -	3 Days
	4/1 -	6/30 -	2 Days
	7/1 -	9/30 -	1 Day
	10/1 -	11/30 -	½ Day
	12/1 -	12/31 -	0 Day

**Section 3.** That those Hospital employees, part-time or full-time who accept employment in another bargaining unit within Lewis County Government shall transfer as follows:

- A. No vacation hours will be transferred – vacation benefit time must be used or paid before transfer date.
- B. All sick leave accrued may be transferred

- C. The date used for benefit time accrual credits will be the date of full-time permanent appointment at the Hospital or other County Government.

## ARTICLE VI – VACATION & HOLIDAYS

**Section 1.** All full-time employees shall, in lieu of the following holidays: New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, General Election Day, Thanksgiving Day, Christmas Day and Good Friday, regardless of what day of the week the above holidays may fall, receive thirteen (13) days vacation with pay, per year or fraction thereof. Holidays which fall on a Sunday will be observed on the following Monday. If the holiday falls on a Saturday, the holiday will be observed on the preceding Friday. In addition to the above, all full-time employees shall receive regular vacation as follows:

A. 8 Hour a Day Full-Time Employee:

1. Regular Vacation time for employees for first five (5) years of service:
  - a. One (1) working day per month, twelve (12) days per year (96 hours). Vacation in lieu of holidays thirteen (13) days per year (104 hours). Total vacation & holidays twenty-five (25) days per year (200 hours).  
.0958 x regular hours worked-25 days or 200 hours per year.
2. Regular vacation time for 6-10 years of service:
  - a. 1 ¼ working days per month, fifteen (15) days per year (120) hours. Vacation in lieu of holidays thirteen (13) days per year (104 hours). Total vacation & holidays twenty-eight (28) days per year (224 hours).  
.1073 x regular hours worked-28 days or 224 hours per year.
3. Regular vacation time for 11-14 years of service:
  - a. 1 ½ working days per month, eighteen (18) days per year (144 hours). Vacation in lieu of holidays thirteen (13) days per year (104 hours). Total vacation & holidays thirty-one (31) days per year (148 hours).  
.1188 x regular hours worked-31 days or 148 hours per year.
4. Regular vacation time for employees having fifteen (15) or more years of service:
  - a. 1 ¾ working days per month, twenty-one (21) days per year (168 hours). Vacation in lieu of holidays thirteen (13) days per year (104 hours). Total vacation & holidays thirty-four (34) days per year (272 hours).  
.1303 x regular hours worked-34 days or 272 hours a year.

B. 7 Hour a Day Full-time Employees:



1. Regular vacation-first five (5) years of service:
  - a. One (1) working day per month twelve (12) days per year (84 hours). Vacation in lieu of holidays thirteen (13) days per year (91 hours). Total vacation & holidays twenty-five (25) days per year (175 hours). .0958 x regular hours worked-25 days or 175 hours per year.
2. Regular vacation for employees having 6-10 years of service:
  - a. 1 ¼ working days per month fifteen (15) days per year (105 hours). Vacation in lieu of holidays thirteen (13) days per year (91 hours). Total vacation & holidays twenty-eight (28) days per year (196 hours). .1073 x regular hours worked-28 days or 196 hours per year.
3. Regular vacation for employees having 11-14 years of service:
  - a. 1 ½ working days per month eighteen (18) days per year (126 hours). Vacation in lieu of holidays thirteen (13) days per year (91 hours). Total vacation & holidays thirty-one (31) days per year (217 hours). .1188 x regular hours worked-31 days or 217 hours per year.
4. Regular vacation for employees having fifteen (15) or more years of service:
  - a. 1 ¾ working days per month twenty-one (21) days per year (147 hours). Vacation in lieu of holidays thirteen (13) days per year (91 hours). Total vacation & holidays thirty-four (34) days per year (238 hours). .1303 x regular hours worked-34 days or 238 hours.

**Section 2. Accumulated Vacation & Holiday Time**

- A. Accumulated vacation & holiday time for an eight (8) hour a day full-time employee will be permitted up to a maximum of thirty-six (36) days (288 hours).
- B. Accumulated vacation & holiday time for a seven (7) hour a day full-time employee will be permitted up to a maximum of thirty-six (36) days (252 hours).

**Section 3.** Any accumulated vacation time credited to any employee under any previous contract may be carried over, but are to be governed by the provisions of this Article.

**Section 4.** Vacation credits may be used in a lump sum of the total credits earned as of the beginning date of a vacation or in separate hours of no less than one (1) hour as the employee chooses upon the previous approval of the Head of the Department.

**Section 5.** Credits for vacation time shall be computed from the beginning of regular employment with the County.

**Section 6.** Vacation day credits granted in lieu of holidays and regular vacation credits may be combined with approval of the Department Head.

**Section 7.** Upon the termination of an employee, either by resignation or retirement, and when at least two (2) weeks notice is given by such employee of his/her intended termination, any unused vacation credits are to be compensated at the employee's regular rate of pay.

**Section 8.** Employees who worked part-time before going on full-time are to be granted pro-rated time for years of service. To qualify the employee must have worked part-time during the immediate year preceding going on full-time.

**Section 9.** All part-time, temporary or emergency help employees hired after December 31, 1976 are not eligible for vacation or sick leave benefits. Part-time, temporary, or emergency help is defined for this purpose as a person who is not employed on a twelve (12) month basis and/or has a scheduled work week of 20 hours a week for a 40 hour a week position and 17 ½ hours a week for a 35 hour a week position. (All part-time or temporary employees under County employment on December 31, 1976 shall continue to have vacation credits pro-rated to full-time; the above is not to be construed as to eliminate any vacation or sick leave benefits for any employee employed on December 31, 1976, regardless of a status change on January 1, 1977, but shall apply only to new employees hired after January 1, 1977).

**Section 10.** Substitution of vacation with sick leave, once vacation has been used will not be allowed.

**Section 11.** Employees may sell vacation benefit time back to the County of Lewis utilizing the following standards:

- A. Employees may sell back any time in excess of 25 days/200 hours accrued vacation time.
- B. Request to sell time must be for a minimum of 5 days/40 hours.
- C. All requests must be in writing, utilizing an approved form, by the Treasurer's Office, approved by the Sheriff or his designee, and submitted with the bi-weekly payroll.
- D. Employees who sell vacation time will not accrue additional time for the time sold to the County.
- E. A separate check will be issued with the payroll, for this activity.

## **ARTICLE VII – MISCELLANEOUS**

**Section 1.** Where an employee receives compensation under the workmen's compensation law on account of a compensable injury, he/she not eligible for sick leave payments.

**Section 2.** An employee isolated or quarantined because of exposure to a communicable disease, shall for the purpose of this regulation be considered absent because of sickness and may be granted sick leave with pay during such isolation or quarantine to the extent of his/her accumulated and unused sick leave time.

**Section 3.** It shall be the duty of every Department Head to make a report in writing to the Lewis County Treasurer prior to the payment of each payroll, setting forth the name of the employee with the sick and vacation leave granted during the period covered by the payroll, including hours of work.

**Section 4.** A permanent employee may, at the discretion of the Department Head be granted a leave of absence without pay for a period not exceeding one year.

**Section 5.** On proof of the necessity of jury service or attending court pursuant to subpoena or other order of the court, an employee shall be granted leave of absence with pay, by the Department head. In the event of jury service by an employee of the County, he/she shall receive his/her regular pay only, and shall not receive in addition to this the per diem amount allowed for jury service.

**Section 6.** The County agrees to provide, at no cost to the employee, photo identification badges to all employees.

## **ARTICLE VIII – INCREMENTS, APPOINTMENTS, PROMOTION, ETC.**

### **Section 1. Annual Increments**

- A.** Each employee shall be entitled to an annual increment up to the maximum grade in which his position is allocated only if the increment is recommended by the Department administrator.
- B.** The increment can take effect only on the first day of January. An employee must work six months before he/she is entitled to an increment.
- C.** The increments in the salary ranges are intended to be not only a recognition for continued service, but also reward a for merit.
- D.** “If an employee receives an unsatisfactory rating and consequently is not granted an increment step, then the employee will have the right to appeal the unsatisfactory rating. The appeal board would be in fact the same procedure as followed by grievance appeal board.”

### **Section 2. New Appointees**

- A.** A new employee appointed to such a position in a class shall be paid the minimum rate of pay for that class.

### Section 3. Promotion

- A. When an employee is promoted to a position in a higher class, his salary shall be increased to the minimum rate for that higher class. If an employee is promoted to such a position in a higher class, the minimum salary of which is equal to or lower than the rate of compensation then received by such employee, he/she shall, upon such promotion, be paid the salary which corresponds to the next higher step within the salary range to which he/she has been promoted. The same rules apply, however, in that he/she must work in this new position six months before he/she is entitled to an additional increment, but shall never be paid less than the wage the employee would have been paid had he/she stayed in the original position.
- B. Notice of each opportunity for promotion within the bargaining unit due to a vacant or newly established position in the competitive or non-competitive classes shall be posted on all County bulletins for a period of not less than five (5) working days. Said notice shall state the position, classification, salary, and qualification requirements. The Sheriff or his designated representative(s) shall accept written applications, from all interested employees during such period.
- C. **Seniority shall be defined as meaning the length of PERMANENT and continuous service from their last date of hire by the Lewis County Sheriff's Department. THIS DATE WILL BE DETERMINED BY THE CIVIL SERVICE HIRE DATE. Except where otherwise provided by law, seniority will be a consideration when promotions and/or transfers are made, however, the primary factors will be ability and qualifications determined by Sheriff.**

### Section 4. Temporary or Provisional Appointments

- A. An employee who has been continually employed under a temporary or provisional appointment shall, upon an appointment on a permanent basis to the same position, be credited with the length of time served as a provisional or temporary employee in determining the salary for his position.

### Section 5. Part-time Employment

- A. All rates prescribed in the scales of pay are the standard rates of pay authorized for full-time employment. When employment is on a part-time basis, only the proportionate part of the rate for the time actually employed shall be paid. It shall be determined either on an hourly basis and the corresponding hourly wage paid for actual hours worked, or it shall be on a percentage basis and clearly stated in the budget and salary plan as the exact percentage worked by each employee over a year's period.

**Section 6. Administrative Salary Adjustment**

- A. The service of each employee shall be reviewed annually by the Department Administrator for the purpose of determining which employee shall be recommended for salary increases within the range for the class to which their positions have been allocated. All of the personnel records, tardiness, etc. shall be considered in making these recommendations, and a list of those employees entitled to increments shall be submitted with the annual budget requests for presentation to the County Officers' and Employees' Committee of the Board of Legislators. Employees appointed, promoted, or reinstated in excess of sick months prior to the beginning of the fiscal year shall be eligible for an annual increment.

**Section 7. Allowances**

- A. The rate of pay prescribed in the salary plan represents the gross money salary earned. Employees scheduled for and receiving meals and/or living quarters in connection with the positions shall have charges for the various types of maintenance received deducted from their gross salaries.

**Section 8. Temporary Assignment to Higher Grade Position**

- A. Employees assigned temporarily to a higher grade position and performing 50% or more of the new duties for a period in excess of ten (10) consecutive work days shall receive the minimum pay of the higher grade position, unless his/her present rate of pay exceeds such minimum. In which case, the employee shall be compensated in accordance with the rules on promotion. Such pay shall be for all time so worked from the first day in the higher grade position.

**ARTICLE IX – COMPENSATION**

**Section 1.** All employees under this contract shall receive compensation as provided by Appendix A & B 2005, Appendix A & B 2006, and Appendix A & B 2007.

**January 1, 2005– 3% Increase**  
**January 1, 2006 – 4% Increase**  
**January 1, 2007– 5% Increase**

**Section 2.** Wage Stipulations applying to Road Patrol

For purposes of future negotiation and internal or external wage comparisons, wages of employees covered by 14B(Retirement) shall be treated as though they received the above withheld wage increases (6% after year 2)

**Section 3.** All employees under the contract shall be paid at the current IRS rate for actual miles driven when using their private owned vehicles on official County business. For the purpose of

this section, current IRS rate shall mean the cents per mile rate in effect at the time the employee used their privately owned vehicle.

**Section 4. Providing for Longevity Benefits for Full-time County Employees**

- A. That all full-time employees of the Lewis County Sheriff's Department, with the exception of the elected officers and such other employees with titles listed as the unclassified group on the County Compensation Plan, who have rendered full-time service and have been compensated for full-time and uninterrupted service for the County of Lewis, shall, in addition to the regular compensation schedule be entitled to an additional increment or increments starting at \$1,000 per year after five (5) years of service and increasing at \$100 increments per year to a maximum of \$3,500 after 30 years of service. If an employee has worked full time and continuous for at least the last six months of his/her first year, it shall be deemed for the purposes of this section as one complete year.
- B. That such service for each employee shall be determined and certified as correct by the County Treasurer from the individual payroll records in his office or by such other means as may be directed by the Board of Legislators.
- C. That the total of such increment or increments as determined by the above process shall be divided by the number of the employee's normal annual hourly work schedule and included in the regular hourly rate of pay.
- D. That overtime payments, if allowed, or extra duty payments, if allowed, shall be computed on the regular compensation schedule and will include longevity increments.
- E. That vacation time, sick leave time, leaves of absence without pay, granted according to the Compensation Plan of the County division involved or granted by action of the Board of Legislators, or other applicable laws, rules, and regulations, shall not be considered as interrupted service or as uncompensated service for the purpose of this section.
- F. That if any employee is listed and compensated as part-time in one department and also part-time in another department but the combined part-time service constitutes what would be a full-time position, he/she shall be considered full-time for the purposes of this section.
- G. That each department, with the exception of the Highway with respect to hourly employees, in conjunction with service record information obtained from the County Treasurer's Office, shall insert in their budget request each year, the amount necessary to finance the expenditure chargeable to their department. The County Highway Superintendent in regard to hourly Highway employees shall include in the various divisions of his

budget a total amount for personal services to include the required special longevity.

- H. That the County Treasurer shall annually file in the Office of the Clerk of the Board of Legislators, a list of employees who qualify for special longevity and their years of completed service.
- I. That his longevity benefit shall be effective January 1, 2002 and included in the payroll beginning nearest to January 1<sup>st</sup> thereafter.
- J. That if the beginning of the pay period before and the beginning of the pay period after any given January 1<sup>st</sup> date shall be equal, then the longevity compensation shall be computed on the earliest of the two dates.

**Section 5. Date of Entitlement to Salary Increase**

The increase of salary or compensation of any officer or employee provided by this contract shall be added to the salary or compensation of such officer or employee at the beginning of that payroll period the first day of which is nearest to the effective beginning of the earlier of two payroll periods the first days of which are nearest but equally near to the effective date of such increase as provide din this contract; provided, however, that for the purposes of determining the salary of such officer or employee upon reclassification, reallocation, appointment, promotion, transfer, demotion, reinstatement, or other change of status, such salary increase shall be deemed to be effective on the effective date thereof as prescribed in this contract, and the payment thereof pursuant to this section on a date prior thereto, increase of on such effective date, shall not operate to confer any additional salary rights or benefits on such officer or employee and further provided that no salary or compensation increase shall be operative with respect to any person if the effect thereof would be to render such person ineligible for the position, office, or employment to which such increase would otherwise apply.

**Section 6. Sheriff deputies will be entitled to the following shift differential:**

	3 – 11 Shift	11 – 7 Shift
2005-2007	\$ .60	\$ .75

**The County agrees to establish and implement twelve (12) hour shifts for road deputies. This will be in addition to existing eight (8) hour shifts. It is at the discretion of the Sheriff to assign personnel to the twelve (12) hour shift. The parties agree with respect to Article V, VI, that a day shall be considered as with eight (8) hours. In the event that a deputy utilizes leave under Article V and VII, said deputy will be charged twelve (12) hours leave during any shift which is twelve (12) hours. Leave taken by deputy during an 8-hour shift shall be charged time in accordance with Article V and VI of this agreement. With respect to shift differential, deputies will be compensated as follows during a twelve (12) hour shift:**

**SHIFT**  
**6:00 A.M. – 6:00 P.M.**

**COMPENSATION**  
**Deputies shall receive \$.60 per hour for all hours worked after 3:00 p.m. up to and including 6:00 p.m.**

**6:00 P.M. – 6:00 A.M.**

**Deputies shall receive \$.75 per hour  
for all hours worked after 6:00 p.m. to  
6:00 a.m.**

**Any deputy who works more than twelve (12) hour shift per day shall receive overtime for all hours worked in excess of twelve (12) hours. For the purpose of computing overtime, the current language under Article III will govern.**

**Section 7. When hourly employees (PT/FT) are called in to work in emergencies, they shall receive two (2) hours call in pay in addition to their on duty emergency hours. EMERGENCY IS DEFINED AS EIGHT (8) HOURS OR LESS BEFORE THE START OF SHIFT YOU ARE COVERING.**

**OR: When ANY employee is called in to work in emergencies, they shall receive two (2) hours call in pay in addition to their on duty emergency hours. EMERGENCY IS DEFINED AS EIGHT (8) HOURS OR LESS BEFORE THE START OF THE SHIFT YOU ARE COVERING.**

**Section 8. In the event that an employee covered by this contract is required to be on-call, the employee shall be compensated at the rate of \$2.40/hr. during the time that the employee is on call.**

## **ARTICLE X – RETIREMENT**

The County shall provide the New York State Retirement Plan with coverage under the Retirement and Social Security Law Section 75-g, (Non-Contributory 25 Year Career Plan); Section 41-j, (Unused Sick Service Credit Upon Retirement); Section 41-k (Purchasing of Service Credit for World War II); Section 43 (Transfer Credits From Other State or Subdivision Retirement Plan); Section 60-b (Guaranteed Minimum Death Benefit of Three Times Annual Rate of Pay Limited to \$20,000.00); and also as provided by Section 243 of Military Law (Credit for Past Military Leave) or such other coverage as mandated on employee and employer by New York State Retirement and Social Security Law, Rules and Regulations.

**Section 1.** Effective January 1, 1999, the County shall offer the retirement plan under Section 89-p and 603-1. These sections of retirement and social security law provide an optional 25 year retirement plan for sheriffs, under-sheriffs, deputy sheriffs directly engaged in criminal law enforcement and correction officers.

**Section 2.** Effective as soon as practical, unit members who are both certified as police officers and actually perform in that capacity shall be covered by Article 14B Section 553 of the New York State Retirement and Social Security Law.

## **ARTICLE XI – COUNTY RESPONSIBILITY**

Nothing in this agreement shall be construed as delegating to others the authority conferred by law on any County official or in any way abridging or reducing such authority, but this



agreement shall be construed as requiring said County officials to follow the procedures and policies herein prescribed, the extent they are applicable, in the exercise of the authority conferred upon them by law.

#### **ARTICLE XII – SAVING CLAUSE**

If any Article or Section of this agreement or any addendum thereto should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this agreement and addendum shall not be affected.

#### **ARTICLE XIII – PREVIOUS PRACTICE**

All benefits and rights heretofore provided by work rules and regulations, resolution, or contained in the County salary plan and not specifically provided hereunder shall continue in effect.

#### **ARTICLE XIV – HEALTH PLAN**

**Section 1.** The County shall provide health coverage for all employees who qualify as full-time employees. Seasonal or temporary employees whose anticipated period of employment is less than six (6) months are ineligible for coverage. County employees hired on or after April 1, 1975 shall have at least ten (10) years of full-time continuous service with Lewis County and retire from said County to be eligible to continue health insurance coverage in retirement.

**Section 2.** All active employees who have health insurance shall have contribution rates as follows:

**2005 – 17% employee contribution**

**2006 – 18% employee contribution**

**2007 – 19% employee contribution**

**Section 3.** For retirees with a hire date prior to 1/1/91, the County shall pay one hundred percent (100%) of the single rate.

**Section 4.** The health plan shall be provided, under existing rules, for up to one year for all those employees on approved worker's compensation.

**Section 5.** The County has the right to change to a health care plan providing basically equivalent or better coverage with existing eligibility rules after a review by the CSEA that does not exceed sixty (60) calendar days.

**Section 6.** Employees who have been on the Lewis County health plan for a minimum of twelve (12) months, and choose to opt out, will be paid \$1,000.00 on an annual basis, being broken down into payments of \$250.00 every quarter. These quarters shall consist of Dec-Feb, March-May, June-Aug, and Sept-Nov, and payments shall be post-paid. The employee may opt out (for payment purposes) only on June 1<sup>st</sup> or December 1<sup>st</sup> of each year. Rejoining may only take place

on the re-opening dates of June 1<sup>st</sup> and December 1<sup>st</sup>. The employee may return to the plan under conditions set by the health insurance company and based on the original date of hire.

**Section 7.** Employees hired on or after 3/1/94, shall have a waiting period before being eligible for health insurance. These waiting periods shall be three (3) months for full-time employees and six (6) months for part-time employees.

#### **ARTICLE XV – DENTAL PLAN**

**Section 1.** The County agrees to provide dependent coverage under CSEA Employment Benefit Fund Dental Plan for all employees in the bargaining unit for the period commencing on January 1, 2005 and terminating on December 31, 2007.

**Section 2.** Employees with a hire date of 1/1/91 and before 5/6/97 shall pay 25% of individual and/or dependent, or composite rate of dental insurance as agreed to between the County and Union. Employees with a hire date of 5/6/97 shall pay 35% of individual and/or dependent, or composite rate of dental insurance as agreed to between the County and Union.

**Section 3.** The County has the right to change to a dental care plan providing basically equivalent or better coverage with existing eligibility rules after a review by the CSEA that does not exceed sixty (60) calendar days.

#### **ARTICLE XVI - DRY CLEANING ALLOWANCE**

**Section 1.** Each full-time employee, who is required to wear a uniform in connection with road patrol, dispatch or jail assignment, shall receive an annual dry cleaning allowance.

**OR:** Each full-time employee, who is required to wear a uniform, shall receive an annual dry cleaning allowance.

**January 1, 2005 - \$500.00**  
**January 1, 2006 - \$500.00**  
**January 1, 2007 - \$500.00**

**Section 2.** Each part-time employee who is required to wear a uniform in connection with road patrol or other functions and maintenance of the jail shall receive a pro-rated amount of full-time rate. (Percentage of time work to full-time).

**Section 3.** The sheriff shall submit a certified list of the eligible employees to the County Treasurer on June 15<sup>th</sup> and December 15<sup>th</sup> of each year who shall issue checks in the amount of 50% of the annual allowance to each eligible employee.

**Section 4.** A new full-time or part-time employee shall be eligible for a pro-rated amount for each month commencing from the first day of his/her first completed calendar month of service, but shall be entitled to the payment only on the bi-annual periods listed above.

## ARTICLE XVII – MISCELLANEOUS

**Section 1.** The Penal Law and Vehicle Traffic Law Book and annual inserts will be issued to each deputy (13) per list submitted by Union.

**Section 2.** Authorized use of an employees' personal property destroyed or damaged under unusual circumstances and in the performance of duty may be replaced or repaired at the County expense if approved by the Sheriff.

**Section 3.** Provide one (1) pair of winter boots for full-time employees, when current footwear is worn out. The footwear shall then become the property of the County. The employee shall not use the footwear for any other purpose than for duty work to qualify for replacement. The footwear shall be replaced at the discretion of the Sheriff.

**Section 4.** Provide one (1) pair of summer shoes for full-time employees. Must be full-time employee and must be worn when on duty. Men - an ankle high shoe with non-slip rubber outer soles, cushioned inner soles, and has adequate arch support. Women – a low cut shoe with similar specifications as men's.

**Section 5.** Provide for armored vests and vest liners or replacement vest liners. The County agrees to purchase new bullet proof vests for law enforcement officers.

**Section 6.** The County will provide three (3) summer shirts, three (3) winter shirts, three (3) pair of pants for all employees when current uniform is damaged, worn out, or does not fit, or a combination of long or short sleeves at the employee's discretion. The uniforms shall be the property of the County. The employee shall not use the uniforms for any other purpose than for duty work. The uniform shall be replaced at the discretion of the Sheriff.

**Section 7.** Sheriff investigators shall receive up to \$500.00 per year for clothing allowance.

## ARTICLE XVIII – LABOR/MANAGEMENT COMMITTEE

**Section 1.** With the express purpose of fostering a harmonious relationship, the County and the Union agree to establish a joint Labor/Management Committee for the purpose of providing communication and discussion for attempted resolution of employment problems between administrators and employees and misunderstandings arising out of the overall working environment. Additionally, the joint Labor/Management Committee shall explore areas of discussion where cooperative efforts might prove mutually beneficial.

**Section 2.** There shall be regularly scheduled bi-monthly meetings of this committee. The committee shall be composed of eight (8) members reflecting equal representation by Labor and Management.

All advisory recommendations of the joint Labor/Management Committee shall be communicated to the Union President and the Chairman of the Board of Legislators. The Committee has the right to request the participation of concerns parties. The committee shall meet during non-working hours unless amended by mutual agreement of the parties.

## ARTICLE XIX – HEALTH INSURANCE STUDY COMMITTEE

**Section 1.** This committee will be established within sixty (60) days of the ratification of this agreement by both parties. The committee will be comprised of three (3) members from CSEA and three (3) members appointed by the Board of Legislators.

**Section 2.** The purpose of this committee will be to study and research health insurance plans and alternatives for the most efficient and effective health insurance program that could be made available to employees of Lewis County. The parties agree to the establishment of this committee, but does not guarantee that lower premium rates will be made available to employees. Recommendations of the committee may be adopted at any time during the term of this collective bargaining agreement by mutual agreement of CSEA and the Board of Legislators and approval of the Board.

## ARTICLE XX – REALLOCATION COMMITTEE

**Section 1.** Purpose of this committee described in this paragraph to be assigned to the existing Labor Management Committee. The committee will reevaluate up to two (2) current positions during a twelve (12) month period.

**Section 2.** Requests for reallocation can be accepted from the President of the CSEA.

**Section 3.** Recommendations will be presented to the Board of Legislators within thirty (30) days after the committee's initial meeting. A decision will be made by the Board within thirty (30) days of receipt of the committee's recommendations.

**Section 4.** The Board's decision will be binding on both parties. If adjustments are approved, they will be processed on the following payroll after board approval.

## ARTICLE XXI – PERSONNEL FILE

**Section 1.** The employee's personnel file shall contain all memoranda or documents related to the employee's performance on his/her job. There shall be only one personnel file for each employee. An employee's personnel file shall be deemed confidential consistent with appropriate laws, rules and regulations. The location, maintenance, and confidentiality of personnel files shall be the responsibility of the County Manager or his/her designee.

**Section 2.** Employees shall receive copies of all material placed in their official personnel file. Employees shall have the opportunity to review their own personnel file at a reasonable time upon written request to their Department Head and as scheduled by the employer. Said review shall take place in the presence of the Department Head or his/her designee during normal business hours of union representative or his/her attorney. An employee may place in his/her personnel file written response to anything contained therein which the employee deems to be adverse.

## ARTICLE XXII – DISCHARGE & DISCIPLINE

**Section 1.** Discharge, Discipline or Other Penalty:

- A. The County shall have the right to discharge or to otherwise discipline an employee for just cause.

**Section 2. Procedures:**

- A. Within five (5) work days after the discipline of an employee covered by this agreement (or sooner if practicable), the County will provide the disciplined employee, the Department's Union Steward, and the Union President, with a written statement of the reason for which the discipline was imposed. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure (including the arbitration step if necessary). If such employee is covered by Section 75 of the Civil Service Law, it may be processed either by the grievance and arbitration procedure or by a hearing as provided by said Section of Civil service Law, as such employee may elect. The election of either procedure precludes the use of the other.
- B. Such employee must indicate in writing to the Department Head within five (5) work days of notification that disciplinary action is being imposed, that he/she elects either to exercise his/her rights under the grievance, and arbitration procedure or the rights provided by Section 75. Failure to exercise such option as provided will automatically foreclose use of the grievance and arbitration procedure.

**ARTICLE XXIII – TERMINATION**

This agreement shall be effective January 1, 2005 and shall continue in effect until 11:59 p.m., December 31, 2007.

The County and the Union agree to the revision on the vacation request form used by the Sheriff's Department pursuant to prior agreement.

It is agreed by and between the parties that any provision of this agreement requiring Legislative action to permit its implementation by amendment of Law or by providing the additional funds therefore, shall not become effective until the appropriate Legislative body has given approval.

**MEMORANDUM OF AGREEMENT  
BETWEEN THE COUNTY OF LEWIS  
AND THE  
CIVIL SERVICE EMPLOYEES ASSOCIATIONS, INC.**

WHEREAS, the County of Lewis, herein referred to as the County, and the Civil Service Employees Associations, Inc., herein referred to as C.S.E.A., are parties to a collective bargaining agreement.

BE IT RESOLVED that the parties in accordance Article I (Recognition) of the collective bargaining agreement, agree to the addition of the following language to Article III (workday, work week, overtime). The parties agree to the following:

- 1) The purpose of this Agreement is to outline terms of employment as it relates to hours of work for dispatchers.
- 2) The County agrees to establish and implement twelve (12) hour shifts for dispatchers. This will be in addition to existing eight (8) hour shifts.
- 3) It is at the discretion of the Sheriff to assign personnel to the (12) hour shift.
- 4) This agreement shall take effect June 22, 2005.
- 5) It is agreed and understood between the parties that this Agreement shall not be precedent setting.
- 6) The parties agree with respect to Article V, VI, that a day shall be considered as with (8) hours. In the event that a dispatcher utilizes leave under Article V and VII, said dispatcher will be charged twelve (12) hours leave during any shift, which is twelve (12) hours.
- 7) Leave taken by dispatchers during an eight (8) hour shift shall be charged time in accordance with Article V and VI of the collective bargaining agreement.
- 8) With respect to shift differential, dispatcher will be compensated as follows during a twelve (12) hour shift:

**SHIFT**

6:30 am – 6:30 pm

**COMPENSATION**

Dispatchers shall receive \$.60 per hour for all hours worked after 3:00 pm up to and including 6:30 am

6:30 pm – 6:30 am

Dispatchers shall receive \$.75 per hour for all hours worked after 6:30 pm until 6:30 am

- 9) Any dispatcher who works more than twelve (12) hour shift per day shall receive overtime for all hours worked in excess of twelve (12) hours. For the purpose of computing overtime, the current language under Article III will govern.
- 10) This Agreement may only be modified, altered or extended by mutual written consent of the parties duly authorized representatives.
- 11) The County agrees to give copies of this Agreement to all dispatchers.

COUNTY:

Bruce R. Krug 6/7/05  
Bruce R. Krug, Date  
Chairman, Bd. of Legislators

C.S.E.A.

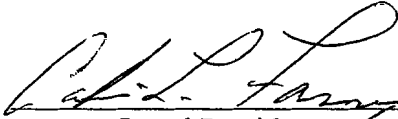
Cal Farney 6-8-05  
Cal Farney, Date  
C.S.E.A. President

Approved as to form:

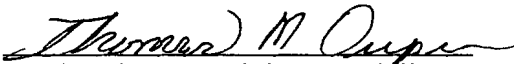
Richard Graham 6/20/05  
Richard Graham, Date  
County Attorney

Tom Dupee 6/20/05  
Tom Dupee, Date  
C.S.E.A., Inc.

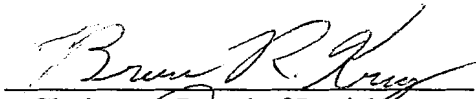
For the County of Lewis County  
And for the Lewis County  
Local of the Civil Service  
Employees Association, Inc.

  
Local President

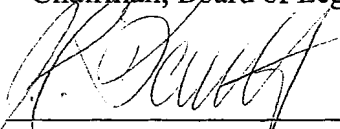
8-9-05  
Date

  
Collective Bargaining Specialist

8/9/05  
Date

  
Chairman, Board of Legislators

8/9/05  
Date

  
County Manager

8/9/05  
Date

  
Chairman, County Officers' Committee

8/9/05  
Date



APPENDIX A  
 2006 Salary Schedule  
 260 DAYS  
 40HR - 2080 HRS IN 2006  
 35HR - 1820 HRS IN 2006

4%

SHERIFF'S - SCHEDULE A  
 HOURLY RATE OF COMPENSATION

TITLE	1	2	3	4	5	6	7
1 OPEN							
2 OPEN	9.80	9.94	10.16	10.32	10.51	10.67	10.88
3 OPEN	9.91	10.13	10.35	10.59	10.80	11.06	11.30
4 OPEN	10.28	10.51	10.70	10.96	11.16	11.43	11.67
5 CLEANER, JAIL	10.50	10.67	10.94	11.14	11.41	11.60	11.85
6 LABORER RECREATION PATROL WORKER	10.66	10.94	11.16	11.43	11.68	11.90	12.15
7 OPEN	10.94	11.16	11.43	11.68	11.90	12.15	12.44
8 OPEN	11.10	11.37	11.60	11.86	12.13	12.37	12.62
9 OPEN	11.42	11.67	11.90	12.15	12.40	12.64	12.93
10 OPEN	11.60	11.87	12.15	12.42	12.64	12.95	13.23
11 COOK, JAIL	11.90	12.16	12.44	12.71	12.95	13.21	13.53
12 OPEN	12.16	12.45	12.73	13.02	13.32	13.61	13.94

TITLE	1	2	3	4	5	6	7
13 OPEN	12.45	12.73	13.02	13.32	13.61	13.94	14.18
14 OPEN	12.73	13.05	13.35	13.64	13.98	14.33	14.60
15 OPEN	13.05	13.35	13.64	13.98	14.33	14.60	14.96
16 ACCOUNT CLERK/TYPIST	13.41	13.66	13.98	14.33	14.60	14.96	15.26
17 OPEN	13.25	13.60	13.97	14.31	14.64	14.99	15.35
18 CIVIL PROCESS SERVER DISPATCHER/CORRECTION OFF COOK-MANAGER (JAIL)	14.06	14.44	14.77	15.15	15.46	15.86	16.22
19 OPEN	14.38	14.76	15.16	15.59	15.98	16.39	16.79
20 OPEN	14.73	15.14	15.61	16.04	16.44	16.88	17.27
21 OPEN	15.15	15.58	15.98	16.42	16.84	17.25	17.65
22 OPEN	15.08	15.52	15.95	16.39	16.80	17.21	17.68
22A DEPUTY SHERIFF DEP SHERIFF/CORRECTION	14.64	15.07	15.49	15.91	16.31	16.71	17.16
23 CORRECTION OFFICER COMPUTER SERVICES ASST.	15.98	16.44	16.91	17.39	17.83	18.27	18.80
23A DEPUTY SHERIFF/SGT. DEP SH/ SGT/JUVENILE OFF DEP SH/ CORRECTION OFF/SGT.	15.07	15.50	15.94	16.39	16.81	17.22	17.72
24 CORRECTION OFFICER/SGT.	16.39	16.84	17.31	17.76	18.23	18.69	19.20

TITLE	1	2	3	4	5	6	7
24A DEP SHERIFF TECH SGT.	15.44	15.87	16.32	16.74	17.18	17.62	18.10
25 OPEN	16.76	17.28	17.76	18.25	18.80	19.26	19.79
25A D.S./CORRECTION OFFICER/LT D.S./CRIMINAL INVESTIGATOR	15.80	16.29	16.74	17.20	17.72	18.16	18.66
26 CORRECTION OFFICER/LT.	17.25	17.74	18.23	18.70	19.22	19.74	20.24
27 OPEN	17.71	18.23	18.76	19.26	19.80	20.32	20.84
28 OPEN	18.24	18.81	19.33	19.90	20.43	20.96	21.54
29 OPEN	18.76	19.31	19.90	20.45	20.99	21.58	22.14
30 OPEN	19.31	19.90	20.45	20.99	21.58	22.14	22.74
31 OPEN	19.91	20.49	21.08	21.63	22.21	22.83	23.45

NOTE: PART-TIME, TEMPORARY, AND EMERGENCY EMPLOYEES SHALL BE PAID BIWEEKLY ONLY FOR ACTUAL HOURS WORKED IN A BIWEEKLY PAYROLL PERIOD. FULL-TIME EMPLOYEES, OR THOSE DESIGNATED IN THE BUDGET WITH A DEFINITE PERCENTAGE OF A FULL-TIME POSITION, SHALL BE PAID BIWEEKLY WITH THE BIWEEKLY SALARY COMPUTED BY MULTIPLYING NORMAL BIWEEKLY HOURS, EITHER 70 OR 80, OR PERCENTAGE OF THESE HOURS, EACH BIWEEKLY PERIOD DURING THE ENTIRE YEAR BY THEIR HOURLY RATE. OVERTIME RATES SHALL BE PAID IN ADDITION TO THE ABOVE. HOURS OF ABSENCE NOT COVERED BY APPROVED VACATION, SICK LEAVE, PERSONAL LEAVE, SHALL BE SUBTRACTED FROM THE SCHEDULED REGULAR 70, 80 OR PERCENTAGE HOURS.

EMPLOYEES HIRED ON OR AFTER 1/1/91  
APPENDIX A

4%

2006 Salary Schedule  
260 DAYS

40 HR-2080 HRS IN 2006  
35 HR-1820 HRS IN 2006

SHERIFF SALARY SCHEDULE  
SCHEDULE B  
HOURLY RATE OF COMPENSATION

TITLE	1	2	3	4	5	6	7
1 OPEN	7.62	7.79	7.94	8.08	8.24	8.41	8.57
2 OPEN	9.59	9.76	9.93	10.10	10.30	10.48	10.66
3 OPEN	9.78	9.93	10.12	10.37	10.59	10.82	11.07
4 OPEN	10.07	10.30	10.50	10.75	10.96	11.19	11.43
5 CLEANER, JAIL	10.28	10.48	10.69	10.94	11.17	11.37	11.59
6 LABORER RECREATIONAL PATROL WORKER	10.47	10.69	10.95	11.19	11.44	11.68	11.93
7 OPEN	10.69	10.95	11.19	11.44	11.68	11.93	12.17
8 OPEN	10.87	11.15	11.37	11.63	11.88	12.12	12.37
9 OPEN	11.18	11.43	11.66	11.92	12.14	12.42	12.65
10 OPEN	11.37	11.64	11.91	12.15	12.44	12.71	12.99

TITLE	1	2	3	4	5	6	7
11 COOK, JAIL	11.66	11.93	12.17	12.45	12.71	12.98	13.21
12 OPEN	11.93	12.18	12.49	12.77	13.06	13.36	13.66
13 OPEN	12.18	12.49	12.77	13.06	13.36	13.62	13.92
14 OPEN	12.49	12.79	13.09	13.42	13.69	13.94	14.34
15 OPEN	12.79	13.09	13.42	13.69	13.94	14.34	14.63
16 ACCOUNT CLERK/TYPIST	13.12	13.43	13.69	13.94	14.34	14.63	14.97
17 OPEN	13.42	13.74	14.06	14.44	14.79	15.13	15.48
18 CIVIL PROCESS SERVER DISPATCHER/CORRECTION OFF COOK-MANAGER (JAIL)	13.81	14.14	14.49	14.85	15.18	15.54	15.90
19 OPEN	14.06	14.48	14.86	15.26	15.67	16.07	16.48
20 OPEN	14.45	14.86	15.24	15.69	16.10	16.56	16.99
21 OPEN	14.85	15.25	15.67	16.08	16.50	16.95	17.34
22 OPEN	15.24	15.67	16.09	16.56	17.00	17.42	17.88
22A DEPUTY SHERIFF DEP SHERIFF/CORRECTION	14.35	14.77	15.16	15.61	16.03	16.42	16.85
23 CORRECTION OFFICER COMPUTER SERVICES ASST.	15.67	16.10	16.59	17.04	17.48	17.93	18.44

TITLE	1	2	3	4	5	6	7
23A DEP SHERIFF/SGT. DEP SH/SGT/JUVENILE OFFICER DEP SH/CORRECTION OFF/SGT	14.77	15.18	15.64	16.06	16.47	16.90	17.38
24 CORRECTION OFFICER/SGT.	16.07	16.53	17.00	17.44	17.90	18.35	18.83
24A DEP. SHERIFF TECH SGT.	15.14	15.58	16.03	16.44	16.87	17.30	17.75
25 OPEN	16.44	16.99	17.44	17.88	18.44	18.89	19.40
25A D.S./CORRECTION OFF/LT D.S./CRIMINAL INVESTIGATOR	15.50	16.02	16.44	16.85	17.38	17.80	18.28
26 CORRECTION OFFICER/LT.	16.95	17.42	17.85	18.37	18.87	19.33	19.85
27 OPEN	17.41	17.85	18.41	18.89	19.42	19.94	20.43
28 OPEN	17.87	18.45	18.95	19.48	20.00	20.56	21.11
29 OPEN	18.41	18.91	19.48	20.02	20.58	21.14	21.69
30 OPEN	18.91	19.48	20.02	20.58	21.14	21.69	22.28
31 OPEN	19.51	20.08	20.66	21.21	21.79	22.37	22.97

NOTE: PART-TIME, TEMPORARY, AND EMERGENCY EMPLOYEES SHALL BE PAID BIWEEKLY ONLY FOR ACTUAL HOURS WORKED IN A BIWEEKLY PAYROLL PERIOD. FULL-TIME EMPLOYEES, OR THOSE DESIGNATED IN THE BUDGET WITH A DEFINITE PERCENTAGE OF FULL-TIME POSITION, SHALL BE PAID BIWEEKLY WITH THE BIWEEKLY SALARY COMPUTED BY MULTIPLYING NORMAL BIWEEKLY HOURS, EITHER 70 OR 80 OR PERCENTAGE OF THESE HOURS, EACH BIWEEKLY PERIOD DURING THE ENTIRE YEAR BY THEIR HOURLY RATE. OVERTIME RATES SHALL BE PAID IN ADDITION TO THE ABOVE. HOURS OF ABSENCE NOT COVERED BY APPROVED VACATION, SICK LEAVE, PERSONAL LEAVE, SHALL BE SUBTRACTED FROM THE SCHEDULED REGULAR 70, 80 OR PERCENTAGE HOURS.

APPENDIX A  
 2007 Salary Schedule  
 261 DAYS  
 40HR - 2088 HRS IN 2007  
 35HR - 1827 HRS IN 2007

5%

SHERIFF'S - SCHEDULE A  
 HOURLY RATE OF COMPENSATION

TITLE	1	2	3	4	5	6	7
1 OPEN							
2 OPEN	10.29	10.44	10.67	10.84	11.04	11.20	11.42
3 OPEN	10.41	10.64	10.87	11.12	11.34	11.61	11.87
4 OPEN	10.79	11.04	11.24	11.51	11.72	12.00	12.25
5 CLEANER, JAIL	11.03	11.20	11.49	11.70	11.98	12.18	12.44
6 LABORER RECREATION PATROL WORKER	11.19	11.49	11.72	12.00	12.26	12.50	12.76
7 OPEN	11.49	11.72	12.00	12.26	12.50	12.76	13.06
8 OPEN	11.66	11.94	12.18	12.45	12.74	12.99	13.25
9 OPEN	11.99	12.25	12.50	12.76	13.02	13.27	13.58
10 OPEN	12.18	12.46	12.76	13.04	13.27	13.60	13.89
11 COOK, JAIL	12.50	12.77	13.06	13.35	13.60	13.87	14.21
12 OPEN	12.77	13.07	13.37	13.67	13.99	14.29	14.64

TITLE	1	2	3	4	5	6	7
13 OPEN	13.07	13.37	13.67	13.99	14.29	14.64	14.89
14 OPEN	13.37	13.70	14.02	14.32	14.68	15.05	15.33
15 OPEN	13.70	14.02	14.32	14.68	15.05	15.33	15.71
16 ACCOUNT CLERK/TYPIST	14.08	14.34	14.68	15.05	15.33	15.71	16.02
17 OPEN	13.91	14.28	14.67	15.03	15.37	15.74	16.12
18 CIVIL PROCESS SERVER DISPATCHER/CORRECTION OFF COOK-MANAGER (JAIL)	14.76	15.16	15.51	15.91	16.23	16.65	17.03
19 OPEN	15.10	15.50	15.92	16.37	16.78	17.21	17.63
20 OPEN	15.47	15.90	16.39	16.84	17.26	17.72	18.13
21 OPEN	15.91	16.36	16.78	17.24	17.68	18.11	18.53
22 OPEN	15.83	16.30	16.75	17.21	17.64	18.07	18.56
22A DEPUTY SHERIFF DEP SHERIFF/CORRECTION	15.37	15.82	16.26	16.71	17.13	17.55	18.02
23 CORRECTION OFFICER COMPUTER SERVICES ASST.	16.78	17.26	17.76	18.26	18.72	19.18	19.74
23A DEPUTY SHERIFF/SGT. DEP SH/ SGT/JUVENILE OFF DEP SH/ CORRECTION OFF/SGT.	15.82	16.28	16.74	17.21	17.65	18.08	18.61
24 CORRECTION OFFICER/SGT.	17.21	17.68	18.18	18.65	19.14	19.62	20.16



TITLE	1	2	3	4	5	6	7
24A DEP SHERIFF TECH SGT.	16.21	16.66	17.14	17.58	18.04	18.50	19.01
25 OPEN	17.60	18.14	18.65	19.16	19.74	20.22	20.78
25A D.S./CORRECTION OFFICER/LT D.S./CRIMINAL INVESTIGATOR	16.59	17.10	17.58	18.06	18.61	19.07	19.59
26 CORRECTION OFFICER/LT.	18.11	18.63	19.14	19.64	20.18	20.73	21.25
27 OPEN	18.60	19.14	19.70	20.22	20.79	21.34	21.88
28 OPEN	19.15	19.75	20.30	20.90	21.45	22.01	22.62
29 OPEN	19.70	20.28	20.90	21.47	22.04	22.66	23.25
30 OPEN	20.28	20.90	21.47	22.04	22.66	23.25	23.88
31 OPEN	20.91	21.51	22.13	22.71	23.32	23.97	24.62

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EMPLOYEES HIRED ON OR AFTER 1/1/91  
APPENDIX A

5%

2007 Salary Schedule

261 DAYS

40 HR-2088 HRS IN 2007

35 HR-1827 HRS IN 2007

SHERIFF SALARY SCHEDULE  
SCHEDULE B

HOURLY RATE OF COMPENSATION

TITLE	1	2	3	4	5	6	7
1 OPEN	8.00	8.18	8.34	8.48	8.65	8.83	9.00
2 OPEN	10.07	10.25	10.43	10.61	10.82	11.00	11.19
3 OPEN	10.27	10.43	10.63	10.89	11.12	11.36	11.62
4 OPEN	10.57	10.82	11.03	11.29	11.51	11.75	12.00
5 CLEANER, JAIL	10.79	11.00	11.22	11.49	11.73	11.94	12.17
6 LABORER RECREATIONAL PATROL WORKER	10.99	11.22	11.50	11.75	12.01	12.26	12.53
7 OPEN	11.22	11.50	11.75	12.01	12.26	12.53	12.78
8 OPEN	11.41	11.71	11.94	12.21	12.47	12.73	12.99
9 OPEN	11.74	12.00	12.24	12.52	12.75	13.04	13.28
10 OPEN	11.94	12.22	12.51	12.76	13.06	13.35	13.64

TITLE	1	2	3	4	5	6	7
11 COOK, JAIL	12.24	12.53	12.78	13.07	13.35	13.63	13.87
12 OPEN	12.53	12.79	13.11	13.41	13.71	14.03	14.34
13 OPEN	12.79	13.11	13.41	13.71	14.03	14.30	14.62
14 OPEN	13.11	13.43	13.74	14.09	14.37	14.64	15.06
15 OPEN	13.43	13.74	14.09	14.37	14.64	15.06	15.36
16 ACCOUNT CLERK/TYPIST	13.78	14.10	14.37	14.64	15.06	15.36	15.72
17 OPEN	14.09	14.43	14.76	15.16	15.53	15.89	16.25
18 CIVIL PROCESS SERVER DISPATCHER/CORRECTION OFF COOK-MANAGER (JAIL)	14.50	14.85	15.21	15.59	15.94	16.32	16.70
19 OPEN	14.76	15.20	15.60	16.02	16.45	16.87	17.30
20 OPEN	15.17	15.60	16.00	16.47	16.91	17.39	17.84
21 OPEN	15.59	16.01	16.45	16.88	17.33	17.80	18.21
22 OPEN	16.00	16.45	16.89	17.39	17.85	18.29	18.77
22A DEPUTY SHERIFF DEP SHERIFF/CORRECTION	15.07	15.51	15.92	16.39	16.83	17.24	17.69
23 CORRECTION OFFICER COMPUTER SERVICES ASST.	16.45	16.91	17.42	17.89	18.35	18.83	19.36

TITLE	1	2	3	4	5	6	7
23A DEP SHERIFF/SGT. DEP SH/SGT/JUVENILE OFFICER DEP SH/CORRECTION OFF/SGT	15.51	15.94	16.42	16.86	17.29	17.75	18.25
24 CORRECTION OFFICER/SGT.	16.87	17.36	17.85	18.31	18.80	19.27	19.77
24A DEP. SHERIFF TECH SGT.	15.90	16.36	16.83	17.26	17.71	18.17	18.64
25 OPEN	17.26	17.84	18.31	18.77	19.36	19.83	20.37
25A D.S./CORRECTION OFF/LT D.S./CRIMINAL INVESTIGATOR	16.28	16.82	17.26	17.69	18.25	18.69	19.19
26 CORRECTION OFFICER/LT.	17.80	18.29	18.74	19.29	19.81	20.30	20.84
27 OPEN	18.28	18.74	19.33	19.83	20.39	20.94	21.45
28 OPEN	18.76	19.37	19.90	20.45	21.00	21.59	22.17
29 OPEN	19.33	19.86	20.45	21.02	21.61	22.20	22.77
30 OPEN	19.86	20.45	21.02	21.61	22.20	22.77	23.39
31 OPEN	20.49	21.08	21.69	22.27	22.88	23.49	24.12

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